

# Terms and Conditions

**Last Updated:** 30 April 2026

By completing payment for any product, service, program, or membership offered by DigitGrowth Solutions ("DigitGrowth," "we," "us," or "our"), you ("Client," "you," or "your") expressly agree to the following Terms and Conditions in full. If you do not agree to any part of these Terms, do not complete your purchase.

These Terms form a binding legal agreement between you and DigitGrowth Solutions.

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## 1. Acceptance and Authority

By submitting payment, you confirm that:

- You have read, understood, and agree to be bound by these Terms in their entirety.
  - You are at least 18 years of age and legally capable of entering into a binding agreement.
  - If purchasing on behalf of a company, you have full authority to bind that company.
  - All information you provide is accurate, current, and complete.
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## 2. Nature of the Services

DigitGrowth provides digital marketing services, client acquisition systems, advertising management, consulting, training materials, software access, templates, and related digital deliverables (collectively, the "Services").

You acknowledge that the Services are **digital in nature**, often delivered immediately or partially upon purchase, and that significant time, labor, intellectual property, and resources are committed on your behalf from the moment payment is received.

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### 3. No Guarantees of Results

DigitGrowth builds and delivers systems, strategies, and assets that have produced strong outcomes across multiple industries. **However, we do not and cannot guarantee any specific result**, including but not limited to:

- A specific revenue figure, return on ad spend, or profit
- A specific number of leads, booked calls, appointments, or clients
- A specific cost-per-lead, cost-per-acquisition, or conversion rate
- Approval, performance, or longevity of any third-party advertising account
- Specific rankings, traffic levels, or engagement metrics

Your results depend on factors **outside our control**, including but not limited to: your offer, your pricing, your sales ability and follow-up, your team, your responsiveness, market conditions, seasonality, competition, third-party platform changes (Meta, Google, etc.), and economic conditions.

Any case studies, testimonials, screenshots, projections, or examples shared by us are illustrative only and are **not** a representation, warranty, or guarantee of your outcome.

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### 4. Client Responsibilities

To receive the full benefit of the Services, you agree to:

- Provide all required information, assets, access, approvals, and feedback in a timely manner.
- Maintain consistent advertising spend (where applicable) and refrain from frequently pausing, disabling, or interfering with active campaigns, as this disrupts algorithm learning and outcomes.
- Communicate professionally and promptly through the agreed communication channels.
- Operate your business legally and comply with all applicable laws, advertising platform policies, and industry regulations.
- Handle your own sales, follow-up, fulfillment, and customer service unless explicitly contracted otherwise.

Failure to meet these responsibilities may delay or prevent results, and **does not entitle you to any refund, credit, or extension**.

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## 5. Realistic Expectations and Engagement Terms

You acknowledge and agree that:

- Advertising accounts typically require **approximately three months** to reach full maturity. The early period is a learning phase during which messaging, offers, targeting, and creative are refined.
  - Cold traffic results take time, patience, and continuous optimization. Instant success is rare and should not be expected.
  - Where applicable, the engagement term will be specified at the point of sale (e.g., one month, three months, ongoing). After the term ends, you may be responsible for continued management of any deliverables handed over to you or your team.
  - Setup, account creation, and first campaign launch typically take between **3 and 14 working days** from the date all required assets and access have been provided by you.
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## 6. Communication Protocol

All work-related communication is conducted **via Email or Slack only**. We operate a text-first communication model.

- We do not provide phone or Zoom calls as part of standard delivery. Calls are booked only when issues genuinely cannot be resolved in writing, and only at our discretion.
  - Standard response time is **one (1) business day**, occasionally up to two (2) business days during high-volume periods.
  - Our business hours are **Monday to Friday**. Weekends and public holidays are non-working days unless we explicitly indicate otherwise.
  - You are responsible for monitoring the agreed communication channels. Delays caused by your unresponsiveness do not extend timelines and do not entitle you to refunds, credits, or compensation.
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## 7. Ad Account Setup and Access (Where Applicable)

Where our Services involve advertising:

- Your ad account may be established under the DigitGrowth main business account or under your own business portfolio, at our discretion or as agreed.
- You will be granted appropriate access to review performance.

- Third-party platforms (Meta, Google, TikTok, etc.) may impose their own fees, taxes, policies, and account restrictions, all of which are outside our control.
  - We are not liable for ad account suspensions, disapprovals, or restrictions imposed by third-party platforms.
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## 8. NO REFUNDS — ALL SALES ARE FINAL

**ALL PAYMENTS ARE STRICTLY NON-REFUNDABLE UNDER ANY CIRCUMSTANCES.**

By completing payment, you expressly acknowledge and agree that:

- You are purchasing access to digital services, digital products, intellectual property, expertise, time, and/or pre-built systems, all of which begin to be delivered, allocated, or made accessible immediately upon payment.
- **No refunds, credits, partial refunds, pro-rata refunds, or returns** will be issued for any reason, including but not limited to:
  - Change of mind
  - Change in your personal or business circumstances
  - Inability or unwillingness to use the Services
  - Dissatisfaction with results, pace, or outcomes
  - Failure to follow our recommendations or implementation steps
  - Pausing, disabling, or under-funding ad campaigns
  - Technical issues on third-party platforms outside our control
  - Account suspensions, bans, or restrictions imposed by third parties
  - Disagreements over strategy, creative, or direction
  - Lack of internal capacity, sales ability, or follow-up on your end
  - Loss of access caused by your own actions or inactions

You confirm that you have evaluated the Services, asked any questions you needed to ask, and made an informed purchasing decision **prior to** completing payment.

This no-refund policy is a material term of this Agreement. We would not enter into this Agreement, nor offer the Services at the agreed terms, without it.

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## 9. NO CHARGEBACKS, DISPUTES, OR PAYMENT REVERSALS

By completing payment, you **expressly waive any right to dispute, chargeback, reverse, or otherwise contest** any payment made to DigitGrowth through Whop, Stripe, your bank, your card issuer, PayPal, or any other payment processor or financial institution.

You agree that:

- Initiating a chargeback, dispute, or reversal of any kind constitutes a **material breach** of this Agreement and an act of bad faith.
- All purchases are made knowingly, voluntarily, and after full disclosure of these Terms.
- You will resolve any concerns directly with us in writing **before** contacting any payment processor or bank. We will engage in good faith to resolve legitimate concerns.
- A chargeback or dispute filed despite this Agreement is **fraudulent** and we reserve the right to:
  - Submit this Agreement, your purchase records, communications, and proof of delivery as evidence to defeat the dispute.
  - Recover the full disputed amount plus all associated fees (chargeback fees, processor fees, administrative fees, collection costs, and reasonable legal fees) from you.
  - Pursue collection through any lawful means, including third-party collection agencies and legal action.
  - Permanently terminate access to all Services, deliverables, accounts, communities, and intellectual property associated with your purchase.
  - Report the matter to the relevant payment processor, fraud databases, and credit reporting agencies where permitted by law.

You acknowledge that the Services are non-refundable digital deliverables and that filing a chargeback after receiving them is equivalent to theft of services.

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## 10. Intellectual Property

All materials, frameworks, systems, funnels, copy, designs, scripts, templates, training, recordings, software, and documentation provided by DigitGrowth (the "Materials") are and remain the **exclusive intellectual property of DigitGrowth Solutions**.

- You are granted a **limited, non-exclusive, non-transferable, revocable license** to use the Materials solely for the internal benefit of your own business.

- You may **not** resell, redistribute, sublicense, publish, share, copy in bulk, white-label, train AI models on, or repurpose the Materials for use with or by third parties.
  - Any unauthorized use, distribution, or reproduction is a material breach of this Agreement and may result in legal action and damages.
  - Where applicable, we retain the right to use anonymized performance data, screenshots, and case study material for our marketing, with personally identifying details removed.
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## 11. Confidentiality

Both parties agree to keep confidential any non-public information shared during the engagement, including pricing, strategies, internal processes, account performance, and proprietary methods. This obligation survives termination of this Agreement.

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## 12. Limitation of Liability

To the **maximum extent permitted by law**:

- DigitGrowth's total cumulative liability arising out of or relating to this Agreement, the Services, or any associated deliverables shall not exceed **the total amount actually paid by you to DigitGrowth in the three (3) months preceding the event giving rise to the claim.**
  - DigitGrowth shall **not** be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunity, loss of goodwill, or business interruption — even if advised of the possibility of such damages.
  - DigitGrowth is **not** liable for the acts, omissions, decisions, fees, policy changes, or service disruptions of third parties, including but not limited to Meta, Google, TikTok, Stripe, Whop, GoHighLevel, hosting providers, domain registrars, email providers, and any other vendor or platform.
  - The Services are provided "**as is**" and "**as available**" without warranties of any kind, whether express, implied, statutory, or otherwise, including any warranty of merchantability, fitness for a particular purpose, or non-infringement.
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## 13. Indemnification

You agree to defend, indemnify, and hold harmless DigitGrowth Solutions, its owners, employees, contractors, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the Services or Materials
  - Your business operations, offers, products, or services
  - Any content, claims, or data you provide
  - Your breach of this Agreement
  - Your violation of any law, regulation, or third-party right (including advertising platform policies)
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## 14. Termination and Suspension

We reserve the right to suspend or terminate Services, access, or this Agreement immediately and without refund if:

- You breach any term of this Agreement
- You initiate a chargeback or payment dispute
- You behave abusively, threateningly, or dishonestly toward our team
- You engage in illegal activity, deceptive practices, or activity that violates third-party platform policies
- You fail to provide required information, assets, or cooperation
- Continuing the engagement places DigitGrowth at legal, reputational, or operational risk

Termination by us under this section does not entitle you to any refund, credit, or compensation.

For ongoing engagements, **there are no lock-in contracts**. You may cancel at any time by providing a **minimum of 30 days written notice via Email or Slack**. During the notice period, Services continue as normal and any obligations accrued before the end of the notice period remain due and payable.

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## 15. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond reasonable control, including but not limited to natural disasters, war, terrorism, civil unrest, pandemics, internet or platform outages, government actions, or third-party service disruptions.

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## 16. Independent Contractor Relationship

DigitGrowth is engaged as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between the parties.

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## 17. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the **State of Victoria, Australia**, without regard to conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to this Agreement shall first be attempted to be resolved through **good faith written negotiation**. If unresolved, the dispute shall be submitted to the **exclusive jurisdiction of the courts of the State of Victoria, Australia**, and you irrevocably consent to the exclusive jurisdiction of such forum.

You waive any right to participate in a class action or collective proceeding against DigitGrowth.

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## 18. Entire Agreement, Severability, and Amendments

- These Terms, together with any specific scope of work, proposal, or order confirmation, constitute the **entire agreement** between the parties and supersede all prior discussions, representations, or agreements.
  - If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.
  - No waiver of any term shall be deemed a continuing waiver.
  - DigitGrowth may update these Terms from time to time. The version in effect at the time of your purchase governs that purchase.
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## 19. Acknowledgment

**By completing payment, you confirm that you have read, understood, and agreed to all of the above Terms and Conditions, including the no-refund and no-chargeback provisions, and that you are entering into this Agreement freely and with full knowledge of its consequences.**

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**DigitGrowth Solutions** Contact: [hello@digitgrowth.io](mailto:hello@digitgrowth.io) Website: digitgrowth.io